

07-25-2003

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New 7.3.03

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger Effective Date  
Month Day Year  
4 - 4 - 2003

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

07-03-2003  
U.S. Patent & TMO/TM Mail Rcpt Dt. #11

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/24/2003 DBYRNE 00000151 73081103

01 FC:8521 40.00 OP  
02 FC:8522 150.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002785 FRAME: 0879

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="73-081,103"/>	<input type="text" value="71-075,873"/>	<input type="text" value="71-171,758"/>
<input type="text" value="71-172,530"/>	<input type="text" value="71-172,992"/>	<input type="text" value="71-568,794"/>
<input type="text" value="71-595,319"/>	<input type="text"/>	<input type="text"/>

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**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Diane S. Lidman

July 2, 2003

Name of Person Signing

Signature

Date Signed

This Asset Purchase Agreement ("Agreement") is made as of April 4, 2003, by and among Newly Weds Foods, Inc., a Delaware corporation ("Buyer"), Heller Seasonings and Ingredients, Inc., an Illinois corporation ("Seller"), and John R. Heller, the sole shareholder of Seller ("Owner").

## AGREEMENT

The parties, intending to be legally bound, agree as follows:

### 1. DEFINITIONS AND USE OF TERMS

#### 1.1 DEFINITIONS

Schedule 1.1 contains the definitions of certain capitalized terms used in this Agreement.

#### 1.2 OTHER TERMS

The use of certain lower-case terms is explained in Schedule 1.2.

### 2. SALE AND TRANSFER OF ASSETS; PURCHASE PRICE; CLOSING

#### 2.1 ASSETS

At the Closing, Seller will sell, convey, assign, transfer and deliver to Buyer, and Buyer will purchase and acquire from Seller substantially all of Seller's assets, real, personal and mixed, tangible and intangible, including but not limited to prepaid expenses, customer lists, deposits, furniture, fixtures, equipment, customers, formulae, inventory, receivables, cash on hand, and property of every kind and description, and wherever located (the "Assets"), including:

(a) all of Seller's right, title and interest in and to the property of Seller listed on Schedule 2.1, including the Real Property;

(b) subject to Section 2.6, all of Seller's rights and benefits in, to and under Seller Contracts, all outstanding offers or solicitations to enter into any Seller Contract, and, to the extent transferable, all Governmental Authorizations;

(c) All of Seller's right, title and interest to the Intellectual Property owned by Seller, including the name "Heller Seasonings" and any variation thereof.

The Assets will not include any item specifically designated as an "Excluded Asset" on Schedule 2.1. The transfer of the Assets will not include the assumption of any associated Liability unless it is expressly assumed pursuant to Section 2.2.

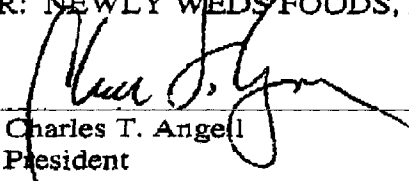
### **3.9 INTELLECTUAL PROPERTY**

**Schedule 3.9** lists and briefly describes all of the Intellectual Property which is material to the operation of the Business, specifying in each case whether Seller owns or licenses it (as licensor or licensee). **Schedule 3.9** also lists all license agreements, other instruments relating to licenses, and similar Contracts, and Seller has provided Buyer with true and complete copies of


each. None of the Intellectual Property has been held or stipulated to be invalid in any Proceeding that has been concluded, and the validity of none of the Intellectual Property has been questioned in any Proceeding currently pending or, to the knowledge of Seller, threatened in writing since January 1, 1998. Seller owns or possesses the right, including proper and valid licenses, to use all Intellectual Property necessary to manufacture and sell its products as they are currently manufactured and sold, and to Seller's knowledge such manufacture and sale does not infringe or otherwise contravene any intellectual property rights of any other person. Since January 1, 1998, Seller has not received any notice that the Intellectual Property conflicts with the asserted rights of others.

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

BUYER: NEWLY WEDS FOODS, INC.

By:   
Charles T. Angell  
President

SELLER: HELLER SEASONINGS AND INGREDIENTS, INC.

By:   
John R. Heller  
Chief Executive Officer

OWNER: JOHN R. HELLER

  
John R. Heller

**Signature Page to Asset Purchase Agreement, Dated April 4, 2003**

Schedule 3.9

Intellectual Property

Registered Trademarks

**Federal**

Serial/App. No.	Mark	Status	Status Date
73-081103	ROYAL ZEST	Renewed	August 1, 1996
71-075873	ZANZIBAR (and Design)	Renewed	August 28, 1996
71-171758	BULL-MEAT-BRAND FLOUR (and Design)	Renewed	April 22, 1984
71-172530	MALABOZA (and Design)	Renewed	September 6, 1983
71-172992	IMPROVED FREEZE-EM PICKLE FREEZE-EM PICKLE POLAR BRAND B. HELLER & CO. MFG CHEMISTS CHICAGO U.S.A. (and Design)	Renewed	September 6, 1983
71-568794	BULL-MEAT-BRAND (and Design)	Renewed	July 27, 2000
71-595319	ZANZIBAR (and Design)	Renewed	October 1, 2002

**International**

Serial/App. No.	Mark	Status	Status Date
EA030792200	Heller "H" Design	Renewed	March 19, 2001

Licenses

Active Licensing Agreement with Oppenheimer of Australia that contributes minimal annual royalty income.

Other

The name "Heller Seasonings & Ingredients, Inc.", and the related "H" logo design, neither of which are registered.

2. Approximately 24,000 seasoning/blend formulae for vast array of food seasonings.
3. Seller manufactures numerous products that are owned by its customers ("Customer Formula Products"). In the 12 months ended February 28, 2003, Seller generated approximately \$8.4 million from the sale of Customer Formula Products. Seller has executed a Non Disclosure of Customer's Proprietary Information and Formula Agreement ("NDA-CF") with most of these customers. Seller has provided Buyer with a copy of the form NDA-CF. It may be

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